

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BUTTE DIVISION**

VALERIE BONANINI, <i>et al.</i> ,)	
)	
Plaintiffs,)	
v.)	
)	CASE NO. 2:19-CV-33-BMM-KLD
KIDS BEHAVIORAL HEALTH OF)	
MONTANA, INC., dba ACADIA)	
MONTANA, dba ALTACARE OF)	
MONTANA,)	CONSOLIDATED CASE: 2:19-CV-
)	19-35-SEH
Defendant.)	
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MONTANA FEDERATION OF PUBLIC)	ORDER GRANTING
EMPLOYEES,)	UNOPPOSED MOTION TO
)	CERTIFY CLASS, APPROVE
Plaintiff,)	CLASS REPRESENTATIVES,
)	PRELIMINARILY APPROVE
v.)	CLASS SETTLEMENT AND
)	ISSUE PROCEDURAL ORDER
)	
KIDS BEHAVIORAL HEALTH OF)	
MONTANA, INC., dba ACADIA)	
MONTANA, dba ALTACARE OF)	
MONTANA,)	
)	
Defendant.)	

Pending before the Court is Plaintiffs’ Unopposed Motion to Certify Class, Approve Class Representatives, Preliminarily Approve Class Settlement and Issue Procedural Orders. Consistent with the Parties’ Proposed Settlement Agreement as well as the arguments Plaintiffs presented in their Unopposed Motion, the Court **HEREBY GRANTS** Plaintiff’s Motion, approves the appointment of American

Legal Claim Services, LLC as Settlement Administrator, approves the appointment of the signatories to the Settlement Agreement as Class Representatives, approves the Notice of Proposed Class Settlement, and grants preliminary approval to the proposed Settlement. Specifically, it is **HEREBY ORDERED** that:

1. The Parties' Settlement Agreement, which was filed with the Court as Exhibit A to Plaintiff's Unopposed Motion is preliminarily approved;

2. The Notice of Proposed Class Settlement attached as Exhibit B to Plaintiffs' Unopposed Motion is approved and shall be issued, consistent with the procedures outlined below to all members of the class certified pursuant to Fed. R. Civ. P. 23(b)(3) in this Order;

3. Consistent with the Parties' Settlement Agreement, the deadline for submitting a claim form, opting out of the settlement, or submitting an objection is February 7, 2022; the Parties may respond to objections by February 22, 2022;

4. Pursuant to Rule 23(e) of the Fed. R. Civ. P., the Court will hold a hearing to determine whether the proposed Settlement Agreement is fair on March 17, 2022 at 10:00 a.m.;

5. American Legal Claim Services, LLC, (“Settlement Administrator”) is appointed to serve as the neutral, third-party Settlement Administrator in this case. The Court HEREBY ORDERS and AUTHORIZES Settlement Administrator to perform the administrative duties specified herein.

6. The signatories to the Settlement Agreement are approved as Class Representatives for the Class in this case.

I. Issue Notice of Settlement

First, the Court ORDERS Settlement Administrator to issue the Notice of Proposed Class Settlement to all members of the Settlement Class, as defined in Part III.3.1 of the Parties’ Settlement Agreement. To that end, Settlement Administrator shall:

1. Accept receipt of the names and last known mailing addresses, cell phone or home numbers, Employee ID numbers for Class members from Defendant’s records;

2. Update the provided addresses for all members of the Class using the National Change of Address database and by performing a “skiptrace” to identify, if possible, updated addresses, prior to mailing notices to members of the Class; and

3. Within 10 calendar days of this Order, prepare, format, print, and disseminate by First-Class U.S. Mail the Notice of Proposed Class Settlement, including a notification of each Class member’s estimated Individual Payment.

Should any member of the Class contact the Settlement Administrator or Class Counsel to request replacement copies of the Notice of Proposed Class Settlement, Settlement Administrator shall mail such individual replacement copies.

II. Collect Requests for Exclusion and Objections

The Court FURTHER ORDERS Settlement Administrator to collect written requests for exclusion sent via U.S. Mail by members of the Settlement Class who do not wish to participate in the proposed settlement. As part of this task, Settlement Administrator shall:

1. Establish and maintain a P.O. Box, e-mail account, and fax number for receipt of requests for exclusion and other communications from the members of the Class;
2. Contact any Class member who submits a written request for exclusion, to inform them they are not permitted to request exclusion without first requesting and receiving the Court's leave to do so; and
3. Contact any members of the Class who timely and properly submit both (i) a written request for exclusion, and (ii) an objections to the proposed settlement, to inform such individuals that they are not allowed to request both exclusion and object to the settlement, and to ask such individuals which option they wish to pursue.

III. Establish and Distribute Funds from a Qualified Settlement Fund

Additionally, the Court ORDERS that, following the issuance of an Order from this Court, if any, granting final approval to the Parties' proposed Settlement, and after the Settlement Effective Date of the Parties' proposed Settlement, as defined in Part III.3.14 of the Parties' Settlement Agreement, Settlement Administrator shall take the necessary steps, consistent with the Court-approved settlement, to distribute Individual Payments to members of the Class who are current participants in the Class and Settlement, as well as to make any other Court-authorized payments under the settlement. This shall include:

1. Setting up a Qualified Settlement Fund ("QSF") and accepting distribution by Defendant of the Total Settlement Amount, as defined in Part III.3.18 of the Parties' Settlement Agreement, into that fund;
2. Paying Court-authorized awards of Class Counsel's attorney's fees, if any, from the QSF, and issuing an I.R.S. Form 1099 to Class Counsel for such payments;
3. Determining the costs of Settlement Administrator's own services and expenses in connection with the administration of the settlement prior to the mailing of the Notice of Proposed Class Settlement;

4. Determining which members of the Class are current participants, and which Subclass, as defined in Parts III.3.16–17 of the Parties’ Settlement Agreement, they are included within;

5. Applying the Settlement Formula, as defined in Part III.3.15 of the Parties’ Settlement Agreement, to calculate the amounts of Individual Payments to be provided to all members of the Class, based on Class Counsel’s calculation of damages estimated for any authorized claimant receiving settlement funds out of the Total Settlement Amount;

6. Calculating and paying current participants of the Class their Individual Settlement Payments pursuant to the Settlement Agreement;

7. Performing all tax reporting duties required by federal, state, or local law;

8. Preparing and sending, by U.S. Mail, individual settlement checks to the current participants of the Class, within thirty-five days of the Settlement Effective Date, consistent with the provisions of the Parties’ Settlement Agreement approved by the Court;

9. Providing copies of each settlement check to Defendant;

10. Voiding and placing stop-payments on settlement checks that are not negotiated within 180 calendar days following their being mailed to a Class member, or that are reported as potentially stolen or lost by Class members; and

11. Escheating unclaimed Settlement Payments, including funds from non-negotiated checks, to the appropriate state agencies and any amounts associated with settlement checks that were not negotiated within the applicable 180-day window, to the full extent allowable by law.

IV. Mail Copies of Order Granting Final Approval to Settlement

In the event that the Court grants final approval to the Parties' proposed Settlement, and after the Settlement Effective Date of the Parties' proposed Settlement, as defined in Part III.3.14 of the Parties' Settlement Agreement, as part of the distribution of Individual Payments, the Court FURTHER ORDERS Settlement Administrator to send each currently participating Class member, a copy of the Court's Order, if any, granting final approval to the Parties' proposed Settlement.

V. Reporting Activities to the Parties

Settlement Administrator is HEREBY ORDERED to regularly report to the Parties, in written form, the substance of the work it performs in this matter pursuant to this Order and the Parties' Settlement Agreement. This shall include informing the parties of the dates Settlement Administrator mails Notice of Proposed Class Settlement to members of the Class, when it distributes funds from the QSF, and when it mails the Court's order granting final approval to the proposed Settlement, if any.

Specifically, Settlement Administrator shall provide counsel for the Parties, within 90 days of the mailing of the Notice of Proposed Class Settlement, a declaration from an appropriate agent or agents working for it, stating under penalty of perjury: (a) the names and addresses of all individuals to whom Settlement Administrator mailed notice of the proposed settlement; (b) the form of notice sent to each such individual; (c) whether each such individual timely and properly submitted the required claim form to receive an Individual Payment and, if so, the amount of that payment; and (d) the identify of all such individuals who are not current members of the Class and who validly and timely requested exclusion from the settlement.

To allow the Parties and the Court to evaluate the work performed by Settlement Administrator in this matter, Settlement Administrator is also ORDERED to maintain records of all activities associated with its settlement administration duties pursuant to this Order and the Parties' Settlement Agreement, including: (i) records reflecting the dates of all mailings to members of the Class; (ii) records reflecting the dates of all materials and inquiries received in connection with the proposed settlement (whether by U.S. Mail, e-mail, fax, or telephone); (iii) the original mailing envelope for any returned Notice of Proposed Class Settlement, any written objections or requests for exclusion, or any other correspondence received from members of the Class members; (iv) logs or date-stamped copies showing the

dates and times of receipt of tax or claim forms received by fax; (v) the original copies of any email communications with any members of the Settlement classes.

VI. Miscellaneous

MOREOVER, the Court ORDERS that from the mailing of the Notice of Proposed Class Settlement, through 90-days following the final distribution of funds from the QSF to members of the Class, Settlement Administrator shall establish and maintain a toll-free telephone number for inquiries from members of the Class regarding the notice and distribution process.

The Court FURTHER ORDERS that counsel for all Parties have the right to review and approve any documents to be mailed by Settlement Administrator in connection with the proposed Settlement prior to their mailing, and Settlement Administrator may not mail any such documents without first receiving written approval from counsel for both Parties or direction from the Court to send such documents.

Settlement Administrator is FURTHER ORDERED to take reasonable steps to protect the disclosure of any and all personal information concerning members of the Class provided to Settlement Administrator by counsel for the Parties, including but not limited to their names, addresses, Employee ID numbers, home and/or cell phone numbers. This includes maintaining reasonable administrative, physical, and technical controls in order to avoid public disclosure of any such information and to

protect the confidentiality, security, integrity, and availability of such personal data. It further and specifically includes disseminating to Plaintiffs' Counsel the personal information of any member of the Settlement Classes provided by Defendant.

Finally, Settlement Administrator is ORDERED to perform whatever additional tasks that are agreed to by all Parties, and which are reasonably necessary to effectuate the issuance of notice of the proposed settlement of this action, to collect and track the claim form provided by members of the Class who wish to receive Individual Payments and requests for exemption from those who wish to opt out of the proposed Settlement, and, if it is later granted final approval, to distribute funds associated with the Settlement.

DATED this 9th day of December, 2021.

A handwritten signature in blue ink, reading "Brian Morris".

Brian Morris, Chief District Judge
United States District Court

CERTIFICATE OF SERVICE

This is to certify that on the 22nd day of October, 2021 a copy of the foregoing document was served upon the individuals whose names and addresses appear below by CM/ECF:

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